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9 Business Co., Ltd., Shein Distribution
10 Corp., and Roadget Business Pte, Ltd.

11 **IN THE UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 FOR LOVE & LEMONS, LLC,

14 Plaintiff,

15 v.

16 ZOETOP BUSINESS CO., LTD., et al,

17 Defendants.

Case No. 2:24-cv-00585-MWF-AS

**DEFENDANT ROADGET BUSINESS
PTE LTD.’S ANSWER TO
PLAINTIFF’S COMPLAINT**

1 Defendant Roadget Business Pte, Ltd. ("**Roadget**"), by and through its undersigned
2 counsel, submit this Answer to Plaintiff For Love and Lemons, LLC's ("**Plaintiff**")
3 Complaint (the "**Complaint**"). Unless expressly admitted, Roadget denies each and every
4 allegation in Plaintiff's Complaint.

5 **NATURE OF ACTION**

6 1. The allegations set forth in Paragraph 1 of the Complaint are legal conclusions to
7 which no response is required. To the extent any further response is required, Roadget
8 admits that Plaintiff purports to bring an action for copyright infringement, but denies that
9 the allegations have merit.

10 **JURISDICTION AND VENUE**

11 2. The allegations set forth in Paragraph 2 of the Complaint are legal conclusions to
12 which no response is required. To the extent any further response is required, Roadget
13 admits that Plaintiff purports to bring an action for copyright infringement, but denies that
14 the allegations have merit.

15 3. The allegations set forth in Paragraph 3 of the Complaint are legal conclusions to
16 which no response is required. Notwithstanding the foregoing, Roadget does not contest
17 subject matter jurisdiction for purposes of this litigation only.

18 4. Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
19 action in a collective manner, as doing so fails to provide defendants with fair notice of the
20 allegations against each individual defendant. The allegations set forth in Paragraph 4 of
21 the Complaint are legal conclusions to which no response is required. Notwithstanding the
22 foregoing, Roadget does not contest personal jurisdiction for purposes of this litigation
23 only.

24 5. Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
25 action in a collective manner, as doing so fails to provide defendants with fair notice of the
26 allegations against each individual defendant. The allegations set forth in Paragraph 5 of
27 the Complaint are legal conclusions to which no response is required. Notwithstanding the
28 foregoing, Roadget does not contest venue for purposes of this litigation only.

PARTIES

6. Roadget lacks sufficient information to form a belief as to the truth of the allegations set forth in Paragraph 6 of the Complaint, and, on that basis, denies the allegations.

7. These allegations are directed to Defendant ZOETOP BUSINESS CO., LTD., and a response from Roadget is not required. To the extent a response is required, Roadget admits that Zoetop Business Co., Ltd. is a Private Limited Company organized and existing under the laws of Hong Kong Special Administrative Region. Roadget denies the remaining allegations of Paragraph 7 of the Complaint.

8. These allegations are directed to Defendant SHEIN DISTRIBUTION CORPORATION, and a response from Roadget is not required. To the extent a response is required, Roadget admits that Shein Distribution Corporation is a Delaware corporation. Roadget denies the remaining allegations of Paragraph 8 of the Complaint.

9. Roadget admits that Roadget Business Pte Ltd is a Private Limited Company organized and existing under the laws of Singapore, with its principal place of business in Singapore. Roadget denies the remaining allegations of Paragraph 9 of the Complaint.

10. Roadget denies the allegations of Paragraph 10 of the Complaint.

11. These allegations are directed to Defendants DOES 1 through 10, and a response from Roadget is not required. To the extent a response is required, Roadget lacks sufficient information to form a belief as to the truth of the allegations set forth in Paragraph 11 of the Complaint, and, on that basis, denies the allegations.

12. Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this action in a collective manner, as doing so fails to provide defendants with fair notice of the allegations against each individual defendant. Roadget denies the allegations set forth in Paragraph 12 of the Complaint.

FACTUAL BACKGROUND

13. Roadget lacks sufficient information to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Complaint, and, on that basis, denies the allegations.

14. These allegations are directed to Defendant ZOETOP BUSINESS CO., LTD., and a

1 response from Roadget is not required. To the extent a response is required, Roadget denies
2 the remaining allegations related to Zoetop Business Co., Ltd. set forth in Paragraph 14 of
3 the Complaint. These allegations are directed to Defendant SHEIN DISTRIBUTION
4 CORPORATION, and a response from Roadget is not required. To the extent a response
5 is required, Roadget admits that Shein Distribution Corporation was incorporated in 2021
6 in Delaware. Roadget denies that it is appropriate for Plaintiff to refer to defendants named
7 in this action in a collective manner, as doing so fails to provide defendants with fair notice
8 of the allegations against each individual defendant. Roadget denies the remaining
9 allegations set forth in Paragraph 14 of the Complaint. Roadget denies Plaintiff's highly
10 prejudicial and legally inappropriate citations to tabloids and characterizations regarding
11 same, including the quotations set forth in footnote 1.

12 15. Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
13 action in a collective manner, as doing so fails to provide defendants with fair notice of the
14 allegations against each individual defendant. The allegations set forth in Paragraph 15 of
15 the Complaint are legal conclusions to which no response is required. To the extent any
16 further response is required, Roadget denies the allegations.

17 16. Roadget admits that Plaintiff delivered a letter prior to the filing of this action.
18 Roadget denies the remaining allegations of Paragraph 16 of the Complaint.

19 **CLAIMS RELATED TO PLAINTIFF'S DESIGNS**

20 17. The allegations regarding ownership, compliance with formalities, creation, and
21 assignment set forth in Paragraph 17 of the Complaint are legal conclusions to which no
22 response is required. To the extent any further response is required, Roadget denies these
23 allegations. Roadget lacks sufficient information to form a belief as to the truth of the
24 remaining allegations set forth in Paragraph 17 of the Complaint, and, on that basis, denies
25 the allegations.

26 18. The allegations regarding widespread distribution set forth in Paragraph 18 of the
27 Complaint are legal conclusions to which no response is required. To the extent any further
28 response is required, Roadget denies these allegations. Roadget lacks sufficient

1 information to form a belief as to the truth of the remaining allegations set forth in
2 Paragraph 18 of the Complaint, and, on that basis, denies the allegations.

3 19.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
4 action in a collective manner, as doing so fails to provide defendants with fair notice of the
5 allegations against each individual defendant. Roadget admits that Plaintiff has not granted
6 Roadget permission copy, reproduce, duplicate, disseminate, distribute, or creative
7 derivative works of the Subject Designs. Roadget denies that any permission was
8 necessary.

9 20.Roadget denies the allegations of Paragraph 20 of the Complaint.

10 21.Roadget admits that Plaintiff has not granted Roadget permission copy, reproduce,
11 duplicate, disseminate, distribute, or creative derivative works of the Subject Designs.
12 Roadget denies that any permission was necessary. Roadget denies the remainder of the
13 allegations of Paragraph 21 of the Complaint. Roadget denies Plaintiff's characterization
14 of any products in the Complaint as "Infringing Products."

15 22.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
16 action in a collective manner, as doing so fails to provide defendants with fair notice of the
17 allegations against each individual defendant. Roadget denies the allegations of Paragraph
18 22 of the Complaint. Roadget denies Plaintiff's characterization of any products in the
19 Complaint as "Infringing Products."

20 23.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
21 action in a collective manner, as doing so fails to provide defendants with fair notice of the
22 allegations against each individual defendant. Roadget denies the allegations of Paragraph
23 23 of the Complaint. Roadget denies Plaintiff's characterization of any products in the
24 Complaint as "Infringing Products."

25 24.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
26 action in a collective manner, as doing so fails to provide defendants with fair notice of the
27 allegations against each individual defendant. Roadget denies the allegations of Paragraph
28 24 of the Complaint. Roadget denies Plaintiff's characterization of any products in the

1 Complaint as “Infringing Products.”

2 **FIRST CLAIM FOR RELIEF**

3 **(For Copyright Infringement – Against All Defendants, and Each)**

4 25.Roadget incorporates and re-asserts its responses to Paragraphs 1-24 of the
5 Complaint as if they were fully set forth herein.

6 26.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
7 action in a collective manner, as doing so fails to provide defendants with fair notice of the
8 allegations against each individual defendant. The allegations regarding access set forth in
9 Paragraph 26 of the Complaint are legal conclusions to which no response is required. To
10 the extent any further response is required, Roadget denies these allegations. Roadget lacks
11 sufficient information to form a belief as to the truth of the remaining allegations set forth
12 in Paragraph 26 of the Complaint, and, on that basis, denies the allegations

13 27.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
14 action in a collective manner, as doing so fails to provide defendants with fair notice of the
15 allegations against each individual defendant. The allegations regarding infringement,
16 identity, and substantial similarity set forth in Paragraph 27 of the Complaint are legal
17 conclusions to which no response is required. To the extent any further response is
18 required, Roadget denies these allegations. Roadget lacks sufficient information to form a
19 belief as to the truth of the remaining allegations set forth in Paragraph 27 of the Complaint,
20 and, on that basis, denies the allegations

21 28.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
22 action in a collective manner, as doing so fails to provide defendants with fair notice of the
23 allegations against each individual defendant. The allegations regarding infringement in
24 Paragraph 28 of the Complaint are legal conclusions to which no response is required. To
25 the extent any further response is required, Roadget denies these allegations. Roadget lacks
26 sufficient information to form a belief as to the truth of the remaining allegations set forth
27 in Paragraph 28 of the Complaint, and, on that basis, denies the allegations Roadget denies
28 Plaintiff’s characterization of any products in the Complaint as “Infringing Products.”

1 29.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
2 action in a collective manner, as doing so fails to provide defendants with fair notice of the
3 allegations against each individual defendant. The allegations regarding infringement in
4 Paragraph 29 of the Complaint are legal conclusions to which no response is required. To
5 the extent any further response is required, Roadget denies these allegations. Roadget
6 denies the remaining allegations of Paragraph 29 of the Complaint.

7 30.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
8 action in a collective manner, as doing so fails to provide defendants with fair notice of the
9 allegations against each individual defendant. The allegations regarding infringement and
10 entitlement to damages in Paragraph 30 of the Complaint are legal conclusions to which
11 no response is required. To the extent any further response is required, Roadget denies
12 these allegations. Roadget denies the remaining allegations of Paragraph 30 of the
13 Complaint.

14 31.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
15 action in a collective manner, as doing so fails to provide defendants with fair notice of the
16 allegations against each individual defendant. This Court has already found that Plaintiff
17 is not entitled to statutory damages because Plaintiff failed to timely register its copyright
18 registrations to be entitled to statutory damages and attorneys' fees and costs shifting. As
19 such, no response is required. The allegations regarding infringement, willfulness, and
20 entitlement to damages in Paragraph 31 of the Complaint are legal conclusions to which
21 no response is required. To the extent any further response is required, Roadget denies
22 these allegations. Roadget denies the remaining allegations of Paragraph 31 of the
23 Complaint.

24 **SECOND CLAIM FOR RELIEF**

25 **(For Vicarious and/or Contributory Copyright Infringement – Against All** 26 **Defendants)**

27 32.Roadget incorporates and re-asserts its responses to Paragraphs 1-31 of the
28 Complaint as if they were fully set forth herein.

1 33.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
2 action in a collective manner, as doing so fails to provide defendants with fair notice of the
3 allegations against each individual defendant. The allegations regarding infringement,
4 willfulness, and entitlement to damages in Paragraph 33 of the Complaint are legal
5 conclusions to which no response is required. To the extent any further response is
6 required, Roadget denies these allegations. Roadget denies the remaining allegations of
7 Paragraph 33 of the Complaint.

8 34.These allegations are directed to Defendant ZOETOP BUSINESS CO., LTD., and a
9 response from Roadget is not required. To the extent a response is required, Roadget denies
10 the remaining allegations related to Zoetop Business Co., Ltd. set forth in Paragraph 34 of
11 the Complaint. The allegations regarding infringement in Paragraph 34 of the Complaint
12 are legal conclusions to which no response is required. To the extent any further response
13 is required, Roadget denies these allegations. Roadget denies the remaining allegations of
14 Paragraph 34 of the Complaint.

15 35.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
16 action in a collective manner, as doing so fails to provide defendants with fair notice of the
17 allegations against each individual defendant. The allegations regarding infringement and
18 secondary liability in Paragraph 35 of the Complaint are legal conclusions to which no
19 response is required. To the extent any further response is required, Roadget denies these
20 allegations. Roadget denies the remaining allegations of Paragraph 35 of the Complaint.

21 36.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
22 action in a collective manner, as doing so fails to provide defendants with fair notice of the
23 allegations against each individual defendant. The allegations regarding infringement and
24 secondary liability in Paragraph 36 of the Complaint are legal conclusions to which no
25 response is required. To the extent any further response is required, Roadget denies these
26 allegations. Roadget denies the remaining allegations of Paragraph 36 of the Complaint.

27 37.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
28 action in a collective manner, as doing so fails to provide defendants with fair notice of the

1 allegations against each individual defendant. The allegations regarding infringement,
2 secondary liability, and entitlement to damages in Paragraph 37 of the Complaint are legal
3 conclusions to which no response is required. To the extent any further response is
4 required, Roadget denies these allegations. Roadget denies the remaining allegations of
5 Paragraph 37 of the Complaint.

6 38.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
7 action in a collective manner, as doing so fails to provide defendants with fair notice of the
8 allegations against each individual defendant. This Court has already found that Plaintiff
9 is not entitled to statutory damages because Plaintiff failed to timely register its copyright
10 registrations to be entitled to statutory damages and attorneys' fees and costs shifting. As
11 such, no response is required. The allegations regarding infringement, willfulness, and
12 entitlement to damages in Paragraph 38 of the Complaint are legal conclusions to which
13 no response is required. To the extent any further response is required, Roadget denies
14 these allegations. Roadget denies the remaining allegations of Paragraph 38 of the
15 Complaint.

16 **THIRD CLAIM FOR RELIEF**

17 **(For Violations of the 17 U.S.C. §1202 – Against all Defendants, and Each)**

18 39.Roadget incorporates and re-asserts its responses to Paragraphs 1-38 of the
19 Complaint as if they were fully set forth herein.

20 40.Roadget lacks sufficient information to form a belief as to the truth of the remaining
21 allegations set forth in Paragraph 40 of the Complaint, and, on that basis, denies the
22 allegations.

23 41.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
24 action in a collective manner, as doing so fails to provide defendants with fair notice of the
25 allegations against each individual defendant. Roadget denies the remaining allegations of
26 Paragraph 41 of the Complaint.

27 42.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
28 action in a collective manner, as doing so fails to provide defendants with fair notice of the

1 allegations against each individual defendant. The allegations regarding false attribution
2 in Paragraph 42 of the Complaint are legal conclusions to which no response is required.
3 To the extent any further response is required, Roadget denies these allegations. Roadget
4 denies the remaining allegations of Paragraph 42 of the Complaint.

5 43.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
6 action in a collective manner, as doing so fails to provide defendants with fair notice of the
7 allegations against each individual defendant. The allegations regarding false attribution
8 and violative removal in Paragraph 43 of the Complaint are legal conclusions to which no
9 response is required. To the extent any further response is required, Roadget denies these
10 allegations. Roadget denies the remaining allegations of Paragraph 43 of the Complaint.

11 44.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
12 action in a collective manner, as doing so fails to provide defendants with fair notice of the
13 allegations against each individual defendant. The allegations regarding false attribution
14 and violative removal in Paragraph 44 of the Complaint are legal conclusions to which no
15 response is required. To the extent any further response is required, Roadget denies these
16 allegations. Roadget denies the remaining allegations of Paragraph 44 of the Complaint.

17 45.Roadget denies that it is appropriate for Plaintiff to refer to defendants named in this
18 action in a collective manner, as doing so fails to provide defendants with fair notice of the
19 allegations against each individual defendant. The allegations regarding false attribution,
20 violative removal, and entitlement to damages in Paragraph 45 of the Complaint are legal
21 conclusions to which no response is required. To the extent any further response is
22 required, Roadget denies these allegations. Roadget denies the remaining allegations of
23 Paragraph 45 of the Complaint.

24 **PRAYER FOR RELIEF**

25 Roadget denies that there is any factual or legal basis for the claims alleged, for the
26 relief sought, for the recovery of fees or costs. Answering further, Roadget states that
27 judgment should be entered in their favor and against Plaintiff. Roadget denies each and
28 every allegation contained in Plaintiff's Prayer for Relief.

1 **AFFIRMATIVE DEFENSES**

2 Roadget alleges and asserts the following affirmative defenses to the claims asserted
3 in Plaintiff's Complaint. Roadget does not hereby assume the burden of proof on any such
4 defenses that would otherwise rest on Plaintiff. Roadget further reserves the right to add
5 to, modify, and/or delete from these affirmative defenses, including, without limitation, as
6 discovery proceeds in this matter.

7 **FIRST AFFIRMATIVE DEFENSE**

8 **(Failure to State a Claim)**

9 Plaintiff's Complaint, and each of its purported claims, fails to state a claim against
10 Defendants, or any of them, upon which relief can be granted.

11 **SECOND AFFIRMATIVE DEFENSE**

12 **(Independent Creation)**

13 Plaintiff's work was not independently created. The same and/or substantially
14 similar floral patterns from highly famous designers have existed in the market for decades.
15 Further, the works of which Plaintiff complains were created independently from and
16 without knowledge of Plaintiff's claimed work.

17 **THIRD AFFIRMATIVE DEFENSE**

18 **(Plaintiff's Lack of Ownership of the Allegedly Copied Material)**

19 Plaintiff does not own the copyright or any other rights in or to the portions of
20 Plaintiff's claimed work that are allegedly copied in so far as the asserted copyright
21 registrations should have several prior created works, and Plaintiff's claimed works are
22 common, florals designs that have existed in the market from very popular designers for
23 decades.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Lack of Requisite Originality and/or Creativity)**

26 Plaintiff's claims are barred, in whole or in part, because Roadget's copying, if any,
27 of any element of the asserted work in which Plaintiff alleges a copyright interest, did not
28 involve the use of any elements of the works sufficiently original to warrant copyright

1 protection.

2 **FIFTH AFFIRMATIVE DEFENSE**

3 **(Invalidity of Plaintiff's Work)**

4 Plaintiff's asserted copyrights are invalid.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Alleged Infringement Is *De Minimis*)**

7 Without admitting the use of any copyrighted material allegedly owned by Plaintiff,
8 which is denied, the alleged use is *de minimis*.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 **(No Reasonable Possibility of Access)**

11 Plaintiff has not sufficiently alleged access necessary to state a claim because it has
12 not alleged any "reasonable possibility" of access.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 **(Abandonment)**

15 Plaintiff abandoned the copyright, or the allegedly infringed copyright rights, in the
16 allegedly infringed work.

17 **NINTH AFFIRMATIVE DEFENSE**

18 **(Innocent Infringement)**

19 Without admitting any infringement, which is denied, the alleged infringements
20 were innocent.

21 **TENTH AFFIRMATIVE DEFENSE**

22 **(Equitable Defenses)**

23 Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel,
24 and/or acquiescence.

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 **(No Mitigation of Damages)**

27 Plaintiff's claims are barred, in whole or in part, because they have failed to mitigate
28 any alleged damages.

1 **TWELFTH AFFIRMATIVE DEFENSE**

2 **(*Scenes a faire* and Merger)**

3 Plaintiff's claims are barred, in whole or in part, under the *scenes a faire* and merger
4 doctrines.

5 **THIRTEENTH AFFIRMATIVE DEFENSE**

6 **(Acts of Third Parties)**

7 Damages or injuries, if any, suffered by Plaintiff is attributable to the conduct, deeds,
8 acts, and/or omissions of third parties, and not to any conduct, deeds, acts, words, or
9 omissions of Roadget.

10 **RESERVATION OF DEFENSES**

11 Roadget presently has insufficient knowledge or information on which to form a
12 belief as to whether it may have available additional, as yet unstated, defenses.
13 Accordingly, Roadget reserves the right to assert other defenses as this action proceeds up
14 to and including the time of trial.

15 **WHEREFORE**, having fully answered Plaintiff's Complaint, Roadget respectfully
16 request that the Court:

17 Deny that Plaintiff is entitled to any relief whatsoever;

18 Dismiss the Complaint with prejudice and enter judgment in favor of Roadget;

19 Award Roadget its attorneys' fees and costs incurred in defending this action; and

20 Award Roadget such other and further relief as the Court may deem just and proper.

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